

These VISA Gift Card Terms and Conditions (these "Terms and Conditions") govern the use and issuance of the enclosed VISA gift card (the "Card"). **Please read this Document carefully and keep it for your records.** By purchasing, signing or using the Card, or authorizing another person to use the Card, you are agreeing to these Terms and Conditions. The card is issued to you by TIB, NATIONAL ASSOCIATION, a Texas banking corporation. In these Terms and Conditions, the words "we," "our," and "us," all refer to that bank, and the words "you" and "your" refer to the person to whom the Card is issued and any other person that you authorize to use the Card. **About Your Gift Card** The Card is a pre-paid, stored-value card. It was purchased with a U.S. Dollar amount fixed at the time of purchase. You acknowledge and agree that the amount available on the Card is limited to the prepaid U.S. Dollar value fixed at the time of purchase. The Card is not a credit card, or charge card. We have not established any separate deposit account for you associated with the Card. The prepaid value is not an account and is not insured by the Federal Deposit Insurance Corporation or any other federal or state agency. We do not pay any interest on funds stored on the Card. The Card has no minimum balance requirements. The amount of funds shown on our records as being stored on the Card will determine the balance on the Card, unless you can show us differently to our satisfaction. The prepaid value will decrease as you use the Card, or you incur, or we assess, a fee or charge. **Before Using your Card** You must sign the back of your Card on the back signature panel. Your Card requires activation which can be done by calling Customer Service at 1-800-418-3971. We encourage you to register your card in your name at [www.cardaccount.net/giftcard](http://www.cardaccount.net/giftcard). You may also change your PIN, receive Card activity, Card information, and view monthly statements via the Gift Card website. **Your Personal Identification Number** A personal identification number ("PIN") will be issued to you on or around the time the Card is issued. A PIN will be required for a transaction with the Card at an ATM. You should not disclose your PIN to anyone. Do not write down your PIN. If the security of the Card or PIN is compromised, immediately notify our Automated Customer Service toll-free at 1-800-418-3971. **Card Usage** You may use your Card at any Merchant displaying the VISA logo as a Signature/POS (Point of Sale) transaction to purchase goods and services or at any ATM displaying the STAR®, NYCE®, PLUS or PULSE® logos by using your Personal Identification Number ("PIN"). **Purchases Greater than the Value on your Card/Using other forms of Payment/Split-Payment Transactions** If you wish to use your Card to purchase an item for more than the available balance on the Card, you may be able to use your Card toward a portion of the purchase price and then use another form of payment to pay the balance of the purchase. This is called a "split-payment" transaction. PRIOR to making the purchase, you MUST

request from the Merchant if two forms of payment will be accepted in the transaction and you must know the balance on your Card. If the Merchant agrees, request that the Merchant debit the remaining balance on the Card and then use the other form of payment to pay the remaining balance of the purchase price. We make no guarantee about whether a Merchant will accept such transactions or whether any special restrictions may be imposed by a Merchant. **Restaurants and Other "Tip-Oriented" Merchants** When a restaurant or other Merchant (spas, hair salons, etc) that is accustomed to adding a "tip" to the amount of your purchase asks us to approve the transaction, the Merchant will often add a fixed percentage (the tip) to the amount of the transaction. If you do not have sufficient funds on the Card to cover the increased amount, we may decline the transaction. If you do have sufficient funds on the Card to cover the increased amount, a "hold" may be placed on the available funds in the increased amount if you do not add the amount expected by the Merchant. When the Merchant sends us the final transaction amount you approve, we will remove the "hold" on the funds for any amount that exceeds the final transaction amount. However, it may take 3 to 7 days for the "hold" to be removed, and during that period, you will not have use any funds in a "hold" position. TO AVOID A DECLINE OF A TRANSACTION OR A "HOLD" ON THE AVAILABLE FUNDS STORED ON THE CARD, YOU SHOULD ASK THE MERCHANT TO AUTHORIZE A SPECIFIC DOLLAR AMOUNT. WE DO NOT GUARANTEE THAT A MERCHANT WILL COMPLY WITH SUCH A REQUEST.

**Non-Usage and Restrictions** For any unlawful purpose, for example, funding any account that is set up to facilitate Internet gambling. We reserve the right to deny transactions or authorizations from merchants identifying themselves through the Card transaction record or otherwise as engaged in such business.

- To make regular preauthorized payments to third parties.
- For any car rental establishment, hotel, cruise lines or airlines.
- Any automated merchandise dispensers, this includes, but not limited to, pay-at-the-pump and video rentals.

**Fees** We encourage you to use the Card soon! There are no fees when using the Card to purchase goods and services. The following fees apply and will be deducted from the available balance on the Card, except where prohibited or modified by applicable law.

- **Inactivity Fee** After 12 continuous months of inactivity, from the time of activation, a \$2.50 fee will be charged to your Card each month until the card expires. This fee will not be charged if you use your Card to make a purchase or if the balance on the Card reaches \$0.00. A purchase on the Card will stop the inactivity fee from reoccurring for an additional 12 months.
- **ATM Usage** When you use your card at an ATM, you may be charged a fee by the ATM operator or any network that is involved, for a cash withdrawal or balance inquiry.

**Expiration and Remaining Balances** The funds on the Gift Card do not expire. Contact the financial institution where the card was purchased to redeem any remaining balances.

**Foreign Transactions** If you make a transaction in currency other than U.S. dollars, the conversion rate will be determined from the rate on the date of your transaction. Currently, we use a currency conversion

rate of either: (1) a rate selected by Visa USA, Inc. ("Visa") from a range of rates available in wholesale currency markets on the applicable processing date, which rate may vary from the rate Visa itself actually receives, or (2) the government mandated rate in effect for the applicable processing date. The exchange rate in effect on the applicable processing date may differ from the exchange rate in effect on the date you used your Gift Card. The same conversion process may apply if any International Transaction is reversed or credited back to your account.

**Documentation of Card Transactions** You are entitled to receive the following documentation with respect to Card transactions:

- At the time you make a Card transaction at an ATM or a merchant POS terminal, you are entitled to receive a transaction record or receipt.
- Periodic statements will be available to you in electronic format for viewing online at [www.cardaccount.net/giftcard](http://www.cardaccount.net/giftcard).
- Also, you can find out the balance of funds available on the Card (i) at any ATM displaying the STAR®, NYCE®, or PULSE® logos, (ii) by calling toll-free 1-800-418-3971, or (iii) via the internet at [www.cardaccount.net/giftcard](http://www.cardaccount.net/giftcard).

**Confidentiality of Information on the Card** We will disclose information to third parties about the Card or the transactions you make with it:

- If it is necessary for completing a transaction
- In order to comply with government agency or court orders

Our privacy policy tells how we treat and protect your personal information that we obtain under these Terms and Conditions and by providing Card services to you. You hereby consent that we may make our privacy policy available to you in an electronic format via the internet at [www.cardaccount.net/giftcard](http://www.cardaccount.net/giftcard).

#### **Your Liability for Card Use**

If you believe the Card or your PIN has been **lost or stolen**, you must notify us **IMMEDIATELY at 1-800-418-3971**.

If the Card is used in connection with an unauthorized transaction that also involves use of your PIN, you may lose all the money on the Card without promptly notifying us. Once reported, we will revoke the Card and refund any unused available funds on the card. If you want to obtain a replacement Card, you may contact us at 1-800-418-3971 or at the bank at which the card was purchased. **We will not hold you responsible for unauthorized transactions that do not involve use of your PIN.**

**Disputes with Merchants** If you use your Gift Card at a Merchant, and a dispute with such merchant arises, you agree to make a good faith effort to settle the dispute with the Merchant. Any unresolved dispute may be sent to us in writing for assistance in settlement. **You cannot stop payment to Merchants for transactions made through the use of your Gift Card.**

### Error Resolution Procedures

In case of errors or questions about your Card transactions or electronic transfers, telephone us at 1-800-418-3971, or write us at: Card Services, TIB, National Association, P.O. Box 560528, Dallas, Texas 75356-0528 as soon as you can, if you think your statement or receipt is wrong or if you need more information about a Card transaction listed on the statement or receipt. We must hear from you no later than 60 days after the FIRST statement on which the problem or error appeared.

- Tell us your name and Card number.
- Describe the error or the transaction you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information.
- Tell us the dollar amount of the suspected error.

If you initially tell us this information via telephone, we may require that you send your complaint or question in writing within 10 business days. If we ask you to put your complaint or question in writing, and we do not receive it within 10 business days, we may not credit the Card. We will determine whether an error occurred within 10 business days after we hear from you and, if we have made an error, we will correct it promptly. If we need more time, however, we may take up to 45 days to investigate your complaint or question. For errors involving Point of Sale or foreign-initiated transactions, we may take up to 90 days to investigate your complaint or question. At the conclusion of our investigation, we will notify you of the results within three business days after completing our investigation. If we decide that there was no error, we will send you a written explanation. You may ask for copies of the documents that we used in our investigation.

You agree to provide us with updated contact information, including any updated mailing address, promptly by giving such information in writing to our address specified above.

**Overdrafts** We have no obligation to allow an Overdraft. However, if you Overdraft your Card more than the prepaid amount stored on the Card, we will hold you liable for the amount of the Overdraft and any associated fees. You agree to repay us in full, promptly upon our demand, the amount of the Overdraft, plus accrued interest thereon, until paid in full at the highest rate permitted by applicable law, plus all reasonable attorney fees, collection expenses, and court costs and expenses, to the extent permitted by law.

**Our Liability** If we do not complete a transfer to or from the Card on time or in the correct amount according to these Terms and Conditions, we may be liable for your losses or damages. However, there are some exceptions. We will not be liable, for instance:

- If, through no fault of ours, you do not have enough funds stored on the Card to make the transaction.
- If the ATM where you are making the Card transaction does not have enough cash.
- If the terminal or system was not working properly and you knew about the problem when you started the transaction.
- We are prohibited by law from completing the transaction.
- If circumstances beyond our control (such as fire or flood) prevent the Card transaction, despite reasonable precautions by us.

**Disclaimer of Liability** In providing the Card and related services to you, we disclaim any duty or responsibility other than those expressly set forth in these Terms and Conditions. **Unclaimed Property** Any remaining unclaimed balance after expiration or closure of your Card will be reported and submitted as unclaimed property to the appropriate state as required by state law after a period of time defined by that state's law. After the funds are turned over to the state, we have no further liability to you for the funds and you may apply to the appropriate state agency to reclaim your funds. **Amendment or Cancellation** Fees and terms and conditions of the expiration of the card that we are required to disclose prior to the purchase of the card may not be changed after purchase of the card. Subject to that limitation and any other requirements imposed by applicable law, we may amend, modify, suspend, cancel, delete, or add terms to these Terms and Conditions, or to any features offered in connection with the Card, at any time, with or without cause, and without notice to you. If any such notice is required by applicable law, it will be sent to you in the manner agreed to by you and us or to your last address as shown on our records. If we cancel the Card, any available funds remaining on the Card, after payment of all applicable fees, will be returned to you. If the expiration date on the Card has not expired, we may condition reimbursement on return of the Card to us. **Assignment** The Card is our property and we reserve the right to cancel, repossess, or revoke its use at any time without prior notice subject to applicable law. You may not transfer or assign your rights and obligations under these Terms and Conditions to any other person without our prior written consent. However, we may assign our obligations to you under these Terms and Conditions without your consent or notice to you. Once the card is signed, it cannot be transferred to anyone else. Purchases of the Cards are final and resale of the Cards is strictly prohibited. **Severability/No Waiver** If any provision of these Terms and Conditions is deemed unlawful, void, or for any reason unenforceable, that provision shall be deemed severable and shall not affect the validity and enforceability of any remaining provisions. Our failure to enforce strict performance of any provision of these Terms and Conditions will not waive our future rights to enforce such provision or any other provisions of these Terms and Conditions. **Governing Law** These Terms and Conditions, the Card, and all transactions hereunder are subject to the laws of the State of Texas and the federal laws of the United States.

**NOTICE OF ARBITRATION AGREEMENT** All disputes between you and us in connection with the Card and these Terms and Conditions (EXCEPT for matters that may be taken to SMALL CLAIMS COURT) will be resolved by **BINDING ARBITRATION** in accordance with the Consumer Due Process Protocol and the Consumer Arbitration Rules, as promulgated by the American Arbitration Association, and as currently in effect at the time of any such dispute. Arbitration is mandatory. You thus GIVE UP YOUR RIGHT TO GO TO COURT to assert or defend your rights under these Terms and Conditions (EXCEPT for matters that may be taken to SMALL CLAIMS COURT). Your rights will be determined by a NEUTRAL ARBITRATOR and NOT a judge or jury. You are entitled to a FAIR HEARING, BUT the arbitration procedures are **SIMPLER AND MORE LIMITED THAN RULES APPLICABLE IN COURT.**

Arbitrator decisions are as enforceable as any court order and are subject to **VERY LIMITED REVIEW** by a court. For more details, check the Web site of the American Arbitration Association at [www.adr.org](http://www.adr.org), or call the American Arbitration Association at (800) 778-7879 or 1-972-702-8222.